



TERMS AND CONDITIONS

Article 1: Definitions

1.1 In these general terms and conditions of sale and delivery, the following terms (if written with a capital letter) are defined as:

Artist: A (professional) practitioner in the field of art, entertainment, sports, and / or media (such as, but not exclusively, an artist, musician, presenter, (TV-) personality) and / or the person who provides technical, production or artistic assistance to this (professional) practitioner

Booking: The contracting of one or more Artists in the context of an Assignment;

Consumer: the natural person who does not act in the exercise of his profession or company;

Client: the Consumer or the person who provides the assignment to Eventfabriek;

Contractor: Eventfabriek, the legal entity established in Amsterdam, also acting under the name: Eventfabriek and user of these Terms and Conditions;

Assignment: A task given by a Client to Eventfabriek which, for example but not exclusively, relates to:

- (1) The organization of performances, shows, presentations, concerts, events, scripts, films, festivities, photo shoots, TV and / or theatre shows and / or parts thereof contributing to this;
- (2) Arranging Bookings, whether or not in the context of the above;
- (3) Providing consultancy services;
- (4) Creation of a production or contributing to a production
- (5) Hiring and / or loaning of movable property;
- (6) Providing services in connection with (artist) management, sponsoring, acting, productions and / or (artistic) productions of third parties.

Agreement: arrangement concluded between the Client and Eventfabriek, which relates to the Assignment given to Eventfabriek;

Supplier: the person (s) who, directly or indirectly, employed by Eventfabriek to perform services in connection with an assignment in the broadest sense of the word, such as room renting, transport, decoration, light, sound, catering and, among other things security;

Production: every creation made by or on behalf of Eventfabriek (whether or not moving) image and / or sound and / or any other form of information in the context of a given assignment.

Rider (s): special additional provisions of which are inseparable from the agreement between the client and the artist

Parties: Eventfabriek and the Client/ Counter party jointly;

Conditions: these general sales and delivery obligations.

Article 2 - Application

2.1 These Terms and Conditions apply to all offers, quotations, assignments and agreements as well as the implementation thereof, in which Eventfabriek as contractor accepts assignments with regard to the services, such as advising and arranging entertainment, organizing and arranging events, festivities, corporate parties, weddings, promotions and consultancy and advice on it foregoing as well as on the sale and delivery of goods in the



widest meaning the word such as engaging speakers, columnists, consultants, interviewers, presenters, writers, artists and the like and the provision of persons, spaces and materials.

- 2.2 Exceptional Terms and Conditions of Client only applies if this has been accepted explicitly in writing by Eventfabriek.

Article 3 - Quotations

- 3.1 Quotations of Eventfabriek are an invitation to a potential Client to make an irrevocable offer for an agreement as described in the offer.
- 3.2 Quotations from Eventfabriek have a validity of fourteen (14) calendar days. This has to be signed by the Client for agreement and to be returned.
- 3.2. If an Agreement is concluded within one month before the execution date, the aforementioned cooling-off period, (the right of cancellation), is not applicable.
- 3.3. In the event of a cancellation, the Agreement is binding, and the cancellation conditions mentioned in these terms and conditions are applicable.
- 3.4. The parties acknowledge electronic communication and its validity and legal effect cannot be denied on the basis that the communication is electronic.
- 3.5. E-mail messages are deemed to have been received if they are accessible to the other party and are understood to be received the moment they are received through their mailbox.
- 3.6. According to European regulations, an Agreement (booking or purchase) concluded via electronic means (read via internet and / or e-mail) concludes a valid Agreement (booking c.q. sale) on which the agreed payment must follow.
- 3.7. Additional work is charged separately. Additional work is calculated on the basis of the conditions set at the conclusion of the Agreement. Less work is only established if the parties come to an agreement in advance and in writing.
- 3.8. Parties agree that Agreements established via electronic means are legally binding between parties and that transmitted information via electronic can be used during any legal proceedings as compelling evidence to prove the existence of agreements between the parties, unless counter evidence is presented by one of the parties which establishes the proof is not reliable. In case of a conflict concerning the content, form or send /time of receipt of electronic messages sent by the parties, or the by information entered or left by a website and the content, form or transmission /reception time of a message received by Eventfabriek or received via the site information, relevant information as recorded in the administration and / or electronic databases of Eventfabriek will be used as compelling evidence in any legal proceedings, unless the counterparty can provide evidence that this information is not reliable.
- 3.9. Information, images, communications (verbally, by telephone or by e-mail) and tasks etc. with regard to all offers and the main features of the products are described as accurately as possible. Eventfabriek does not guarantee however, that all offers and products are accurate with the information provided. Deviations can in principle not be a reason for compensation and / or dissolution.
- 3.10 The client is responsible for the payment of any rights Buma Stemra



Article 4 - Completion of the agreement

- 4.1 Optional reservations (hereafter "options"), unless otherwise agreed, valid for fourteen (14) days from the date of re-confirmation by Eventfabriek.
- 4.2 The final agreement will be concluded at the time of the telephone / personal commitment by the Client. From that moment the reservation is final and binding. In addition, the agreement has to be signed by return.

Article 5 - Execution of an agreement

- 5.1 Eventfabriek will be able to fulfil any agreement at its best, and are entitled to enter into a third party for execution of the agreement..
- 5.2 If during the execution of an agreement, changes of the original plan are necessary, Eventfabriek is entitled to this make changes / adjustments without permission of the Client is required. To the extent that these changes / adjustments will have additional work, will this will be done on behalf of the Client and this additional work will be invoiced separately.
- 5.3 Reclamation due to the execution of an agreement need to be, as soon as possible, but no later than five (5) calendar days after the execution is completed, notified in writing to Eventfabriek, in consequence of any expiry of any claim whatsoever.
- 5.4 Minor deviations in the execution, also in aesthetic sense, do not deliver ground up for reclamation.
- 5.5 The reduction of the number of guests by the Client can be up to no later than 10 calendar days before the date of production, in writing, if the total change does not exceed 10% of the original number. Reducing the number of guests after this date will not result in a reduction of the purchase price.
- 5.6 When increasing the number of guests before the production date, as well as If the production date shows that the number of guests is more than agreed upon in writing, this will be considered as additional work. This additional work will be invoiced to the Client separately. In this regard the number of guests counted on production date by Eventfabriek is binding.

Article 6 - Responsibilities of the Client

- 6.1 The Client must take care of obtaining the any necessary permits and / or exemptions relating to the execution of the agreement. Eventfabriek is involved in this to be helpful and, if desired, act as a contact at the government agencies involved. The lack of required permits and / or exemptions may be no reason for the Client (payment) obligations to Eventfabriek. Client is obliges all laws, regulations, etc. which the municipality, the fire department and / or other authorities regarding the event or to declare applicable, to comply strictly, this also applies laws and regulations that are not specific in this article described. Any fines or penalties from the government, regardless of to whom they are addressed, due to act contrary to the prior stated, or as a result of acting contrary to other Client's obligations will be accountable by the Client.
- 6.2 The Client indemnifies Eventfabriek from all claims related with obtaining the necessary permits and / or exemptions and / or incorrect compliance with the conditions attached thereto and / or the applicable arrangements.
- 6.3 The Client is responsible for the action and omission of the visitors / guests for an agreement through contractor organized or executed event.



- 6.4 In case of inconvenience caused by misconduct of guests and / or employees of the Client, including but not limited to excessive alcohol use, drug use, extraordinary noise is the staff of Eventfabriek entitled to remove the persons concerned.
- 6.5 Electricity, gas, water, lighting and sewerage services are provided by the Client, when not specifically included in the proposal in advance.
- 6.6 Unless otherwise agreed, the Client will at his own expense ensure adequate measures to ensure the safety of artists and visitors organized by a contract or performed event. If agreements have already been made about the above mentioned measures, Eventfabriek is nevertheless entitled to additional requirements in case of changed circumstances to do so.
- 6.7 If the Client takes insufficient measures to guarantee a safe performance of an event, Eventfabriek is entitled to cancel, in whole or in part, without the possibility for Client to claim damages or claims discount on the contractor's agreed price.
- 6.8 As far as goods and materials are being processed, which by Eventfabriek made available, the Client is required to deliver these goods and materials in the same condition at Eventfabriek.
- 6.9 Client shall ensure that every one (not Eventfabriek) which are commissioned by the Client for, during and after the event, as employer in the sense of the Labour Conditions Act (-Arbeidsomstandighedenwet-), adhere the regulations as described in the mentioned act and the decisions based thereon.

Article 7 - Suspension / Cancellation

- 7.1 Eventfabriek is entitled to suspend execution of a performance of an agreement as soon as he has reasonable doubt of assuming that Client will not fully comply with its obligations under these or other agreements.
- 7.2 Cancellation by Client must be dated and in writing. At the oral cancellation, the Client cannot derive rights. One can only speak of cancellation when this is signed by the Client and received by Eventfabriek. In case of suspension or cancellation by the Client, it is held Eventfabriek to pay a fee based on the following percentage:
- (a) In case of cancellation, up to 4 weeks of the production date, 75% of the total purchase price shall be charged;
- (b) in case of cancellation, within 4 weeks of the production date, 100% of the purchase price shall be charged. Without prejudice to the right of Eventfabriek to claim the actual damage suffered if this is more.
- 7.3 If the Client postpones the event, this will be seen as cancellation unless there is an agreement with Eventfabriek about a new production date at which the event can take place and the purchase price. In that case Eventfabriek may suggest a new cancellation fee but is still entitled to follow and charge the above mentioned percentages (7.2).

Article 8 - Invoices and Payment

- 8.1 The invoice is, unless otherwise agreed, to be paid in full 100 % before the event.
- 8.2 Delays in execution of an agreement caused by too late payment of the Client, are always at risk of the Client.
- 8.3 Reclamations following an invoice must be made as soon as possible, but no later than eight (8) calendar days after the invoice date, in writing to be notified to Eventfabriek, in consequence of the expiry of any claim whatsoever.



- 8.4 The Client shall, without explicit written consent of Eventfabriek, not suspend payment, nor deduct the amount from any claim he has at Eventfabriek.
- 8.5 Every Client's payment is primarily deducted of the cost, then deducted from the interest rate, and finally minus the principal amount owed to Eventfabriek.
- 8.6 If the cost of Eventfabriek is increased as a result of Interim tariff changes of sales tax, social contributions insurance, wage tax or other government taxes, or due to price changes from third parties, Eventfabriek is entitled to pass this Changes through the Client. In case of tax on foreign currency the current rate on the invoice date of the contractor determines. In this case Eventfabriek will contact the Client.
- 8.7 In case of lack of payment of any amount by Client, he is owed, from the payment date, default interest payable to the contractor. This interest rate is the same to legal interest, plus two percentage points, with a minimum of 12% per annum.

Article 9 - Shortcomings of Client

- 9.1 If the Client becomes accountable for compliance his obligations of an agreement, he forfeits due to the consequence resulting delay to Eventfabriek a direct payable fine equal to two (2) times the price for the execution of that agreement, such without prejudice to Eventfabriek's right to complete it instead to demand damages.
- 9.2 All judicial and extrajudicial costs incurred by Eventfabriek because of an accountable shortcoming by the Client will be reimbursed as a result of this shortcoming by the Client at Eventfabriek. The extrajudicial costs are deemed at least 15% of the amount to be claimed by Eventfabriek at the Client.

Article 10 - Liability

- 10.1 Eventfabriek is only liable for direct damage to the Client arising directly from not, not timely or not proper compliance with the agreement and only if it happened intentionally or by gross negligence on Eventfabriek's side. For consequential damage, such as profit loss, the contractor is never liable.
- 10.2 The Client indemnifies the Eventfabriek for damage claims from third party.
- 10.3 In any case, Eventfabriek's liability is limited to maximum fairly expected purchase price of Eventfabriek in case of full performance of the event.
- 10.4 Any claim from the Client for damages shall be announced to Eventfabriek within eight (8) calendar days after the day, on which Client both with the damage and with the liability of the contractor has become known or reasonably could have been known. A claim by the Client to compensation for damage expires in any case by eighteen (18) months after the event causing the damage.
- 10.5 The Client is liable for all damages, as provided for in Art. 6.8 mentioned goods and materials which are not the result of normal wear, from the moment Eventfabriek has delivered the job to The moment Eventfabriek is actually starting to finish.
- 10.6 The hired equipment may not alter any changes or damage. Any damage, including understood the cost of recovery must be reimbursed by Client to the Eventfabriek.
- 10.7 Without prejudice to the foregoing, the Client is jointly and severally liable for damage caused by the behaviour of his guests.



Article 11 - Force majeure

- 11.1 A shortcoming due to force majeure cannot be accounted to any shortcoming party if it is not due to its fault nor legal or in any legitimate views.
- 11.2 As far as Eventfabriek is relying, for the execution of an agreement (partly), on third parties, shortcomings that result from any act or omission of these third parties cannot be attributed to Eventfabriek. Under such act or omission must be understood as not appearing of an artist due to illness or indocile behaviour.
- 11.3 Eventfabriek has the right to provide a proper replacement performance, if an agreement due to unforeseen circumstances cannot be executed in whole or in part such as agreed without giving right to the Client at discount on the agreed price or dissolution of the agreement. Eventfabriek is obligated to notify the Client of such circumstances as soon as he is informed of it.
- 11.4 In the event of force majeure, Eventfabriek is entitled:
- either to (partially) dissolve the Agreement with the client, by simple written notification thereof to the client therefore without judicial intervention and without Eventfabriek becoming liable to pay damages to the client;
 - or in consultation with the client to postpone the execution of the Assignment to a new time or new date. Insofar as this results in additional labour, article 12, paragraph 3 of these general terms and conditions applies.

Article 12 - Intellectual Property Rights

- 12.1 Client will refrain from working out ideas or proposals from Eventfabriek in connection with an event outside Eventfabriek to perform (or let perform) themselves or to repeat the execution of an event.
- 12.2 The copyrights of all Eventfabriek designs are and remain under all circumstances, ownership of Eventfabriek.
- 12.3 Without the written permission of Eventfabriek, no sound- or image recordings of the event or an artist performing on that event are being produced.
- 12.4 Without the written permission of Eventfabriek, no sound carriers, posters, photos or other articles, including the name or image of an artist performing as part of an event used, will be sold before or during or after the performance.
- 12.5 The Client assures that his guests comply with the provisions in this article as if she were the Client themselves.

Article 13 - Conversion

- 13.1 If an article or part of an article of this Terms & Conditions are being destroyed or found to be invalid the rest of these Terms & Conditions are still applicable.

Article 14 - Applicable law and forum choice

- 14.1 All agreements concluded between parties exclusively Dutch law applies, even if execution of an events is outside The Netherlands.
- 14.2 Unless required by law, another court has jurisdiction, the court in Amsterdam will have exclusive jurisdiction over disputes between parties.

Article 15 – Processing personal data

- 15.1 If the contractor processes personal data during the performance of the Agreement on behalf of the Client, the following conditions shall apply in addition to the General Terms and Conditions.
- 15.2 The terms used in these terms and conditions have the meaning assigned to them by the General Data Protection Regulation (hereafter: “AVG”).
- 15.3 When processing personal data, the Client may be designated as the controller, or if the Client processes the personal data for the benefit of a third party as a processor. The Contractor fulfils (depending on the capacity in which the Client processes the personal data) the role of processor or sub processor.

Article 16 – Processing of Personal Data

- 16.1 The Contractor shall only allow the processing of personal data within the framework of the execution of the Agreement, plus those purposes that are reasonably related thereto or that are determined with the consent of the data subject.
- 16.2 Under the Agreement, the Contractor shall process all personal data of all categories of data subjects that are stored during the execution of the agreement or that are otherwise provided to the Contractor for processing. If special personal data are processed, the Client must report this to the Contractor in advance and the Parties will decide in consultation whether supplementary measures must be taken in this context.
- 16.3 The Contractor has no control over the purpose and the means for the processing of personal data. The Contractor does not take independent decisions about the receipt and use of the personal data, the provision to third parties and the duration of the storage.
- 16.4 The Client warrants that, insofar as required in the AVG, it will keep a data processing register. The Client indemnifies the Contractor against all claims and claims relating to the non-compliance or incorrect compliance with this obligation to register.

Article 17 – Requests from Involved parties

- 17.1 If a person concerned directs a request about his personal data directly to the Contractor, the Contractor will pass on the request to the Client within a reasonable period of time. The Contractor may inform the person concerned accordingly.
- 17.2 The Contractor will respond directly to the party concerned if the Contractor is legally obliged or the Contractor has an independent responsibility on the basis of the AVG.
- 17.3 The Contractor is entitled to charge the Client for the costs of answering requests from the parties concerned.

